



CITY OF LAS VEGAS

1700 North Grand Ave. P.O. Box 160 Las Vegas, NM 87701
505-454-1401 Fax: 505-425-7335

**CITY OF LAS VEGAS
ORGANIZATIONAL CITY COUNCIL MEETING AGENDA
July 31, 2018 –Tuesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. BUSINESS ITEMS**

1. Confirmation to appoint City Attorney.

Mayor Tonita Gurule-Giron As per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.04. City Attorney, C. The Mayor shall appoint the city attorney, subject to Council approval. D. The Governing Body shall enter into a contract with the City Attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

2. Confirmation to appoint Police Chief.

Mayor Tonita Gurule-Giron As per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.06, The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the Chief of Police which shall establish, among other matters, compensation, benefits, duties and responsibilities.

3. Approval/Disapproval to reemploy all classified City employees.

Mayor Tonita Gurule-Giron

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

IX. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 24 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

**PROFESSIONAL SERVICE CONTRACT
POLICE CHIEF**

THIS CONTRACT, made and entered into this ____ day of _____, 20____ by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and **Jerry Delgado**, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Police Chief for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council at its meeting of **July 31, 2018**; and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Police Chief, which shall establish, among other matters compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the Parties hereto agree as follows:

1. TERM:

This Contract shall begin on _____, 201____ and will continue in effect until the day after the next City election in March of 20____, or until the day after any run-off election should that be held under the terms of the Charter whichever is later, or at Termination under Section 8 of this Contract.

2. DUTIES AND AUTHORITY:

Employer agrees to employ _____ as the Chief of Police for the City to perform the functions and duties specified in this contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.

3. COMPENSATION:

Employer agrees to pay Employee an annual base salary of \$ **\$75,000.00** per annum, payable in installments at the same time that the other management employees of the Employer are paid.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same City portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. MISCELLANEOUS BENEFITS

A. The Police Chief may have the use of a City owned and maintained vehicle for City related purposes.

B. The Employer agrees to enroll the Police Chief into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

A. The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the Employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.

B. The Employer shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. TERMINATION:

A. The Police Chief understands and agrees that he/she serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he/she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.

B. This Contract shall end automatically after the City election to be held in March of 20____, or until the day after any run-off election should that be held under the terms of the Charter, whichever is later.

C. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

D. At termination, the Police Chief shall be entitled to receive pay for the hours he/she has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Police Chief have a right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his/her position with the City, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

13. Law That Applies.

It is mutually agreed by and between the parties hereto that this Agreement shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection herewith shall be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

14. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective, except those on written approval by both parties.

15. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature or the City, this Agreement shall terminate immediately upon written notice being given by the City to the Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Employee shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. Conflict of Interest; Governmental Conduct Act.

The Employee warrants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Employee certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, Imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on _____, 20____.

Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/ _____

City Clerk of the City of Las Vegas

ACCEPTED:

Approved as to Form

City Attorney

**CITY ATTORNEY
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this ____ day of _____, **201** by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and **Esther Garduno Montoya**, (hereinafter called "Employee" or "City Attorney"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Attorney for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council at its meeting of **July 31**, **2018**; and

WHEREAS, the City Charter requires that the Governing Body enter into a contract with the City Attorney, which shall establish, among other matters compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on _____, 20____ and will continue in effect until the day after the next City election in March of 20____, or until the day after any run-off election should that be held under the terms of the Charter whichever is later, or at Termination under Section 8 of this Contract.

2. DUTIES AND AUTHORITY:

- A. The City agrees to employ _____ as City Attorney and the City Attorney agrees to perform the functions and duties specified in this contract, any job description for the City Attorney adopted by the Governing Body, and the relevant provisions of the Charter of the City of Las Vegas.
- B. If the City's other staff members seek to obtain counsel or a legal opinion as to matters of City business, the Employee shall first clear the request with either the City Manager or the Mayor.
- C. If City Council members seek to obtain counsel as to a specific matter or a legal opinion as to matters of City business, they shall have the approval of the Governing Body through consensus at a regular or special meeting of the City Council in order for the City Attorney to undertake the requested work.

3. COMPENSATION:

The City agrees to pay the City Attorney an annual base salary of **\$ 100,000.00** per annum, payable in installments at the same time that the other management employees of the City are paid.

4. INSURANCE BENEFITS:

The City agrees to provide and pay the same City portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The City Attorney will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. MISCELLANEOUS BENEFITS

A. The City Attorney may have the use of a City owned and maintained vehicle for City related purposes.

B. The Employer agrees to enroll the City Attorney into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

A. The City agrees to budget for and to pay for professional dues and subscriptions of the City Attorney necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the City Attorney's professional participation and for the good of the City.

B. The City shall allow the City Attorney to attend training programs with the NM Municipal League and other similar programs to allow the City Attorney's professional advancement. The City shall defray tuition, per diem and mileage expenses if these trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the City Attorney.

D. The City shall allow for and pay the expenses for reasonable assistance of outside counsel in specialty areas of the law and for assistance with training of the City Attorney.

E. The City shall provide the City Attorney with a computer, internet connection software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

F. Should Employee not be available to attend certain meetings of the Governing Body as required by his/her job description, the City will reasonably provide alternate counsel to serve this purpose.

8. TERMINATION:

A. The City Attorney understands and agrees that he/she serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he/she may be suspended or removed with or without cause at

any time by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.

- B. This Contract shall end automatically after the City election to be held in March of 20____, or until the day after any run-off election should that be held under the terms of the Charter, whichever is later.
- C. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.
- D. At termination, the City Attorney shall be entitled to receive pay for the hours he/she has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the City Attorney have a right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his/her position with the City, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

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12. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

13. Law That Applies.

It is mutually agreed by and between the parties hereto that this Agreement shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection herewith shall be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

14. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective, except those on written approval by both parties.

15. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

16. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature or the City, this Agreement shall terminate immediately upon written notice being given by the City to the Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Employee shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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18. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, Imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on _____, _____.

Tonita Gurulé-Girón
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/CITY ATTORNEY

City Clerk of the City of Las Vegas

(Name)

Approved as to legal sufficiency only

_____, Acting City Attorney